

# **Exhibit A**



Guardsmark, LLC  
10 Rockefeller Plaza 12th Floor  
New York NY 10020-1903 USA  
Telephone 212 765 8226  
Telefax 212 586 2615

June 17, 2008

Ms. Esther Stein  
15-56 216<sup>th</sup> Street  
Bayside, New York 11360

Dear Ms. Stein:

The following sets forth our understanding of the terms and conditions to which we have agreed with respect to your employment by Guardsmark, LLC (the "Company").

1. We agree that your initial title and position will be Secretary to the President.
2. We agree that your date of employment will be June 18, 2008.
3. We further agree that your base salary will be at the rate of \$110,000 per year, payable bi-weekly. Your first salary review will be six months from your date of employment. It is expected that, based on your performance, you may receive a salary increase to as much as \$115,000 at that time. Your second salary review will be one year after your date of employment. It is expected that based on your performance you may receive a salary increase to as much as \$125,000 at that time. However, the amount of any increases will be at the sole discretion of the President of the Company. Thereafter, salary reviews will be annually on the anniversary of your last increase.
4. You agree that as a condition of your employment with the Company, the Company shall be your sole and exclusive employer and you shall not perform any other services, employment, work or labor of any kind or nature whatsoever, whether part-time or full-time, for any other corporation, partnership, sole proprietorship, association, organization or individual, whether for compensation or otherwise, without the prior written consent of the Company. You further agree that any violation of this or any other provision of this agreement may subject you to a lawsuit for the specific performance of the provisions herein, damages, attorney's fees and costs, and any other

legal or equitable relief which a court of competent jurisdiction shall consider just and appropriate.

5. You will be eligible to receive an annual discretionary bonus, provided the Company achieves a satisfactory level of profitability for the preceding year. Such bonuses are solely determined by the President and Chief Executive Officer of the Company and are paid on a prorated basis if your employment commences after the beginning of the fiscal year. This bonus will be commensurate with your current position. To qualify for the bonus, if earned, you must be an employee of, and in good standing with, the Company at the time the bonus checks are released, which is usually the Wednesday before Labor Day.
6. You will be eligible to participate in the Company's Deferred Compensation Plan, which is a non-qualified plan that permits participating employees to defer a portion of their annual compensation. In addition, you will be eligible to participate in the Company's 401(k) Plan which is a qualified plan that allows highly compensated employees to contribute a predetermined percentage of their annual compensation into a qualified plan. The Company may match a portion of the employee's deferrals. In order to achieve favorable tax treatment, your election to participate in the Company's Deferred Compensation Plan must be made prior to your date of employment.
7. You will be eligible to participate in the insurance program available to employees of the Company as follows:
  - a. \$75,000 group term life insurance (premiums paid by the Company);
  - b. \$75,000 accidental death and dismemberment (premiums paid by the Company);
  - c. Individual hospitalization and major medical insurance. Under current Company policy approximately fifty-eight (58.5%) percent of the premium cost is paid by the Company.
  - d. In addition, a Long Term Disability Program is provided at no cost to you. Benefits include payments of 60% of your base salary (up to \$7,500 maximum per month) after 180 days of disability.

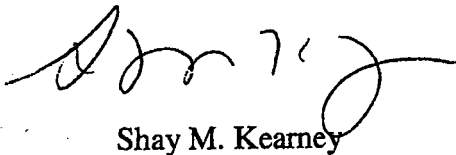
Although the Company will make every effort to maintain the foregoing benefit programs in their present forms, you understand that changes in those programs may be required which could affect the benefit levels.

8. In consideration, and as an integral part of your employment hereunder, you would agree that (i) you will enter into an agreement in the form attached hereto, containing restrictions with respect to, among other things, activity in competition with the Company, use of trade secrets or confidential information and relationships with clients or employees of the Company applicable during and after termination of your employment with the Company, and (ii) you will return three copies of the agreement referred to in this paragraph, duly executed by you (with signature notarized) with your acceptance of this offer of employment.
9. Nothing herein or elsewhere, nor any oral representation, shall change the nature of your employment from one of employment-at-will between the parties.
10. By your acceptance hereof, you represent and warrant that you are not party to nor subject to any restrictive covenants with any other person, firm or entity which in any way would impede or prohibit your employment with the Company. You further represent and warrant that all information supplied by you to the Company in connection with your employment hereunder is true and accurate.

If the above is acceptable to you, please return to me the enclosed copy of this letter by June 18, 2008 which will then, along with your non-compete agreement, which you will receive under separate cover, constitute our entire employment agreement with respect to your employment by the Company. This offer may be withdrawn by the Company at any time prior to receipt of your written acceptance upon written notice thereof to you, and in any event shall terminate and be null and void if your written acceptance is not received by the Company by 6:00 p.m. on the date indicated herein.

It is also agreed that (i) the validity, construction, interpretation or performance hereof shall be governed by the laws of the State of Tennessee without regard to the place of making or the place of performance; and (ii) each party consents to the jurisdiction and venue of the U.S. District Court for the Western District of Tennessee and any court of the State of Tennessee in any action, suit or proceeding arising out of or relating to your employment by the Company.

Sincerely,



Shay M. Kearney

ACCEPTED AND AGREED TO:

By:



Esther Stein

Date:

June 17. 08

# **Exhibit B**

**Coefficient Table for Computing  
Extra Half-Time for Overtime**

 U.S. Department of Labor  
Wage and Hour Division


This table may be used for computing overtime on piecework, bonuses, commissions or fixed salaries for varying hours. Refer to Part 778 of Title 29 of the CFR for guidance regarding when the coefficient method is applicable. This form has been prepared for use by employers who may find the coefficient table to be a timesaver when computing the extra half-time for hours worked over 40 in a workweek.

Hours	Even	1/4	1/2	3/4	1/10	2/10	3/10	4/10	6/10	7/10	8/10	9/10
<b>40</b>		.0003	.0006	.0009	.0012	.0025	.0037	.0049	.0074	.0086	.0098	.0110
41	.0012	.015	.018	.021	.0134	.0146	.0157	.0169	.0192	.0204	.0215	.0227
42	.024	.027	.029	.032	.0249	.0261	.0272	.0283	.0305	.0316	.0327	.0338
43	.035	.038	.040	.043	.0360	.0370	.0381	.0392	.0413	.0423	.0434	.0444
44	.045	.048	.051	.053	.0465	.0475	.0485	.0495	.0516	.0526	.0536	.0546
45	.056	.058	.060	.063	.0565	.0575	.0585	.0595	.0614	.0624	.0633	.0643
46	.065	.068	.070	.072	.0662	.0671	.0680	.0690	.0708	.0717	.0726	.0736
47	.074	.077	.079	.081	.0754	.0763	.0772	.0781	.0798	.0807	.0816	.0825
48	.083	.085	.088	.090	.0842	.0851	.0859	.0868	.0885	.0893	.0902	.0910
49	.092	.094	.096	.098	.0927	.0935	.0943	.0951	.0968	.0976	.0984	.0992
50	.100	.102	.104	.106	.1008	.1016	.1024	.1032	.1047	.1055	.1063	.1071
51	.108	.110	.112	.114	.1086	.1094	.1101	.1109	.1124	.1132	.1139	.1146
52	.115	.117	.119	.121	.1161	.1169	.1176	.1183	.1198	.1205	.1212	.1219
53	.123	.124	.126	.128	.1234	.1241	.1248	.1255	.1269	.1276	.1283	.1289
54	.130	.131	.133	.135	.1303	.1310	.1317	.1324	.1337	.1344	.1350	.1357
55	.136	.138	.140	.141	.1370	.1377	.1383	.1390	.1403	.1409	.1416	.1422
56	.143	.144	.146	.148	.1435	.1441	.1448	.1454	.1466	.1473	.1479	.1485
57	.149	.151	.152	.154	.1497	.1503	.1510	.1516	.1528	.1534	.1540	.1546
58	.155	.157	.158	.160	.1558	.1564	.1569	.1575	.1587	.1593	.1599	.1604
59	.161	.162	.164	.165	.1616	.1622	.1627	.1633	.1644	.1650	.1656	.1661
60	.167	.168	.169	.171	.1672	.1678	.1683	.1689	.1700	.1705	.1711	.1716
61	.172	.173	.175	.176	.1727	.1732	.1737	.1743	.1753	.1759	.1764	.1769
62	.177	.179	.180	.181	.1779	.1785	.1790	.1795	.1805	.1810	.1815	.1820
63	.183	.184	.185	.186	.1830	.1835	.1840	.1845	.1855	.1860	.1865	.1870
64	.188	.189	.190	.191	.1880	.1885	.1890	.1894	.1904	.1909	.1914	.1918
65	.192	.193	.195	.196	.1928	.1933	.1937	.1942	.1951	.1956	.1960	.1965
66	.197	.198	.199	.200	.1974	.1979	.1983	.1988	.1997	.2001	.2006	.2010
67	.201	.203	.204	.205	.2019	.2024	.2028	.2033	.2041	.2046	.2050	.2054
68	.206	.207	.208	.209	.2063	.2067	.2072	.2076	.2085	.2089	.2093	.2097
69	.210	.211	.212	.213	.2106	.2110	.2114	.2118	.2126	.2131	.2135	.2139
70	.214	.215	.216	.217	.2147	.2151	.2155	.2159	.2167	.2171	.2175	.2179
71	.218	.219	.220	.221	.2187	.2191	.2195	.2199	.2207	.2211	.2214	.2218
72	.222	.223	.224	.225	.2226	.2230	.2234	.2238	.2245	.2249	.2253	.2257
73	.226	.227	.228	.229	.2264	.2268	.2271	.2275	.2283	.2286	.2290	.2294
74	.230	.231	.232	.232	.2301	.2305	.2308	.2312	.2319	.2323	.2326	.2330
75	.233	.234	.235	.236	.2337	.2340	.2344	.2347	.2354	.2358	.2361	.2365
76	.237	.238	.239	.239	.2372	.2375	.2379	.2382	.2389	.2392	.2396	.2399
77	.240	.241	.242	.243	.2406	.2409	.2413	.2416	.2423	.2426	.2429	.2433
78	.244	.244	.245	.246	.2439	.2442	.2446	.2449	.2455	.2459	.2462	.2465
79	.247	.248	.249	.249	.2472	.2475	.2478	.2481	.2487	.2491	.2494	.2497
80	.250	.251	.252	.252	.2503	.2506	.2509	.2512	.2519	.2522	.2525	.2528
81	.253	.254	.255	.255	.2534	.2537	.2540	.2543	.2549	.2552	.2555	.2558
82	.256	.257	.258	.258	.2564	.2567	.2570	.2573	.2579	.2582	.2585	.2587
83	.259	.260	.261	.261	.2593	.2596	.2599	.2602	.2608	.2611	.2613	.2616
84	.262	.263	.263	.264	.2622	.2625	.2628	.2630	.2636	.2639	.2642	.2644
85	.265	.265	.266	.267	.2650	.2653	.2655	.2658	.2666	.2664	.2669	.2672

**TO CONVERT INTO WEEKLY EQUIVALENT:** Multiply SEMIMONTHLY salary by 0.4615; MONTHLY salary by .02308; ANNUAL salary by 0.01923.

**TO CONVERT INTO STRAIGHT-TIME HOURLY EQUIVALENT FOR 40 HOURS:** Multiply salary by 0.025; SEMIMONTHLY by 0.01154; MONTHLY salary by 0.00577; ANNUAL by 0.00048.

**TO CONVERT INTO TIME AND ONE-HALF HOURLY RATE BASED ON 40 HOUR WEEK:** Multiply WEEKLY salary by 0.0375; SEMIMONTHLY by 0.0173; MONTHLY salary by 0.00866; ANNUAL by 0.000721.

**CAUTION:** Be sure straight-time earnings are not below legal minimum

(SEE INSTRUCTIONS ON REVERSE SIDE)

Form WH-134  
Rev. Jan. 2012

# **Exhibit C**

**Esther B. Stein**

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**To:** Scott J. Thompson  
**Subject:** Earnings Statement Explanation

**Importance:** High  
**Sensitivity:** Confidential

Scott,

Please advise if you can provide me with the following information (or the name of the person I should be directing my question to):-

Earnings Statement for pay period ending July 26, 2008 - **O/T \$653.65**

What does this number represent in terms of hours? I noticed that the rate is provided by not the number of hours.

My query stems from my O/T calculations from June 18, 2008 to July 19, 2008 which account as follows:

Week ending 6/21	7
Week ending 6/28	15
Week ending 7/05	10
Week ending 7/12	12.7
Week ending 7/19	2.75
Week ending 7/26	13.75

**TOTAL O/T: 61.20**

Thanks,  
Esther



**Esther B. Stein**

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**From:** Esther B. Stein  
**Sent:** Monday, August 04, 2008 11:14 AM  
**To:** Scott J. Thompson  
**Subject:** Earnings Statement Explanation

**Importance:** High  
**Sensitivity:** Confidential

Scott,

Hope this finds you well. You have been very helpful in the past and I hope you can help me now. I was waiting to be paid my O/T accrued over the past six weeks which I have listed below.

Week ending 6/21	7
Week ending 6/28	15
Week ending 7/05	10
Week ending 7/12	12.7
Week ending 7/19	2.75
Week ending 7/26	13.75

**TOTAL:** 60.7

On last Friday's Earning Statement, it shows my gross O/T pay of \$653.65. I was owed 60.7 hours so I am not sure what the \$653.65 is paying since the Earnings Statement does not list the hours. Can you get back to me and clarify the above as well as when I can expect payment for the balance of unpaid O/T?

Again, your assistance is greatly appreciated.

Thanks,  
Esther

**Esther B. Stein**

**From:** Scott J. Thompson  
**Sent:** Tuesday, August 05, 2008 1:28 PM  
**To:** Esther B. Stein  
**Subject:** FW: Earnings Statement Explanation

**Sensitivity:** Confidential

Esther,

See notes to right of each week ending. I also will deduct the overpayment of \$4.23 for week ending 7/7 from next payroll.

Let me know if you have any other questions,

Scott

Week ending 6/21 7 0 OT paid.....you did not work over 40 hours this week

Week ending 6/28 15 15 OT hrs paid

Week ending 7/05 10 2 OT hours paid...does not include 8 hours holiday time since that was not worked

Week ending 7/12 12.7 12.25 hours OT paid although it should have only been 12 hours on 7/7 you actually worked 10 1/4 hours not 11 1/4 Overpayment of \$4.23

Week ending 7/19 2.75 2.75 hours OT paid

Week ending 7/26 13.75 not approved yet

—Original Message—

**From:** Esther B. Stein  
**Sent:** Monday, August 04, 2008 10:14 AM  
**To:** Scott J. Thompson  
**Subject:** Earnings Statement Explanation  
**Importance:** High  
**Sensitivity:** Confidential

Scott,

Hope this finds you well. You have been very helpful in the past and I hope you can help me now. I was waiting to be paid my O/T accrued over the past six weeks which I have listed below.

Week ending 6/21 7  
 Week ending 6/28 15  
 Week ending 7/05 10  
 Week ending 7/12 12.7  
 Week ending 7/19 2.75  
 Week ending 7/26 13.75

**TOTAL:** 60.7

On last Friday's Earning Statement, it shows my gross O/T pay of \$653.65. I was owed 60.7 hours so I am not sure what the \$653.65 is paying since the Earnings Statement does not list the hours. Can you get back to me and clarify the above as well as when I can expect payment for the balance of unpaid O/T?

Again, your assistance is greatly appreciated.

Thanks,  
Esther

\*\*\* END PGP DECRYPTED/VERIFIED MESSAGE \*\*\*

# **Exhibit D**

## System Administrator

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**From:** Jason B. Mayse <MayseJasonB@guardsmark.com>  
**Sent:** Wednesday, July 22, 2009 10:58 AM  
**To:** Esther B. Stein  
**Subject:** RE: OT Hours

Esther,

The ot is calculated on a per week basis. To calculate your ot for a particular week, divide your bi-weekly rate by 2 to get a weekly rate. Divide your weekly rate by the number of hours worked during the week in question to get a hourly rate. Divide the hourly rate by 2 to get a half-time rate. Multiply the half time rate by the number of hours worked during the week over 40. That total will be your ot for the particular week.

-----Original Message-----

**From:** Esther B. Stein  
**Sent:** Tuesday, July 21, 2009 1:50 PM  
**To:** Jason B. Mayse  
**Subject:** RE: OT Hours

Is there a breakdown that I can get that shows the number of hours and the gross OT pay?

-----Original Message-----

**From:** Esther B. Stein  
**Sent:** Tuesday, July 21, 2009 9:42 AM  
**To:** Jason B. Mayse  
**Subject:** RE: OT Hours

Jason,

My pay stub didn't indicate the # of OT hours paid - by my calculations, approximately 48/49 hours were unpaid. The operative words here are "my calculations". It seems as though the hourly rate for OT hours has been reduced.

-----Original Message-----

**From:** Jason B. Mayse  
**Sent:** Tuesday, July 21, 2009 9:37 AM  
**To:** Esther B. Stein  
**Subject:** RE: OT Hours

Esther,

All approved timesheets were paid on the last payroll. It was week ended 4/25 through week ended 7/4. Let me know if you have any questions.

-----Original Message-----

**From:** Esther B. Stein  
**Sent:** Tuesday, July 21, 2009 8:34 AM  
**To:** Jason B. Mayse  
**Subject:** OT Hours

Jason,

How can I find out how many of the 149 OT hours that I submitted were paid on the last payroll?

Let me know who to speak with....thanks.

Esther